



Virtual Technology Corporation

**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item Number 132-33 / 132-33STLOC / 132-33RC Perpetual Software Licenses

Special Item Number 132-50 / 132-50STLOC / 132-50RC Training Courses

Special Item Number 132-51 / 132-51RC Information Technology Professional Services

***Note:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.*

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Alexandria, VA 22312
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www.raytheonvtc.com**

Contract Number: GS-35F-0641J

Period Covered by Contract: 8/6/1999 - 8/5/2014

Business Size/Status: Large

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE**

Pricelist current through Modification #PO-0041, dated February 2, 2012.

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



Contract Holder

SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-33RC – PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

NOTE: *Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.*

SPECIAL ITEM NUMBER 132-50 / 132-50STLOC / 132-50RC – TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-51 / 132-51RC – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: *All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.*

Note 2: *Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.*

Note 3: *This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their a uthorized agents.*

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ **The Geographic Scope of Contract will be domestic and overseas delivery.**
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☐ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

CONTRACTOR'S ORDERING ADDRESS:	<u>Virtual Technology Corporation</u>
	<u>Attn: John Murphy</u>
	<u>5510 Cherokee Avenue, Suite 350</u>
	<u>Alexandria, VA 22312</u>

CONTRACTOR'S PAYMENT ADDRESS:	<u>Virtual Technology Corporation</u>
	<u>P.O. Box 79730</u>
	<u>Baltimore, MD 21279-0730</u>

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

John Murphy, (703) 333-6271

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number - **838103059**
Block 30: Type of Contractor – **C. Large Business**

Block 31: Woman-Owned Small Business – **NO**
Block 37: Contractor's Taxpayer Identification Number (TIN) - **54-1737844**
Block 40: Veteran-Owned Small Business – **NO**

- 4a. CAGE Code: **01TC6**
4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	Five (5) days ARO
132-50 / 132-50STLOC / 132-50RC	Virtual Technology Corporation shall deliver to destination within the number of days after receipt of order (ARO), as specified in the task order prepared by the ordering agency.
132-51 / 132-51RC	

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact Virtual Technology Corporation (VTC) for the purpose of obtaining accelerated delivery. VTC shall reply to the inquiry within three workdays after receipt (telephonic replies shall be confirmed by VTC in writing). If VTC offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
132-50 / 132-50STLOC / 132-50RC	
132-51 / 132-51RC	

SPECIAL ITEM NUMBER	OVERNIGHT & 2-DAY DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact Virtual Technology Corporation (VTC) for the purpose of obtaining accelerated delivery. VTC shall reply to the inquiry within three workdays after receipt (telephonic replies shall be confirmed by VTC in writing). If VTC offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
132-50 / 132-50STLOC / 132-50RC	
132-51 / 132-51RC	

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0%** - **Net 30 days** from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: **See pricing pages for details**
c. Dollar Volume: **None Offered**
d. Other Special Discounts (i.e. Government Education Discounts, etc.): **Offered the same discounts as all other Government customers for all SINs except 132-33 for which a 20.0% discount is offered without help desk support.**

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **\$100.00**.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is **\$500,000**:
Special Item Number 132-33 / 132-33RC – Perpetual Software Licenses
Special Item Number 132-51/ 132-51RC – Information Technology Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is **\$25,000**:
Special Item Number 132-50 / 132-50RC – Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering

activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 / 132-8STLOC / 132-8RC or 132-3 / 132-9STLOC / 132-9RC.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

☐ Yes

☐ No

☒ **Contact Contractor on a Task Order basis**

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT).

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.raytheonvtc.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES AND
MAINTENANCE OF SOFTWARE AS A PRODUCT (SPECIAL ITEM NUMBER 132-33 / 132-
33STLOC / 132-33RC) OF GENERAL PURPOSE COMMERCIAL IT SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

RTI NG Pro® Support Plan	<p>WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY</p> <p>(a) Virtual Technology Corporation (VTC) does not warrant the contents of the Software or that the Software will be error free. The Software is provided to you with a 30 Day warranty (fix or replace if defective) and without any warranty as to the performance of results you may obtain from the Software. The entire risk as to the results and performance is assumed by you. To obtain any support and maintenance service for the Software, you must be in compliance with the RTI NG Pro™ Support Plan that you purchased.</p> <p>(b) THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. VTC DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR NON-INFRINGEMENT IN NO EVENT WILL VTC'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF VTC HAS KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE.</p> <p>(c) VTC will not be liable for any loss or damage caused by delay in furnishing Software or any other performance under this EULA.</p> <p>(d) VTC's entire liability and your exclusive remedies for VTC's liability of any kind (including liability for negligence except liability for personal injury caused solely by VTC's negligence) for the Software covered by this EULA is limited to the remedies specified by your RTI NG Pro™ Support Plan.</p> <p>(e) Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.</p>
hlaResults®	<p>LIMITED WARRANTY.</p> <p>VTC warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by VTC shall be substantially as described in applicable written materials provided to you by VTC, and VTC support engineers will make commercially reasonable efforts to resolve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days, or until the termination of the License Period, whichever is earlier.</p>

Virtual Control®	<p>LIMITED WARRANTY.</p> <p>VTC warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by VTC shall be substantially as described in applicable written materials provided to you by VTC, and VTC support engineers will make commercially reasonable efforts to resolve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days, or until the termination of the License Period, whichever is earlier.</p>
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b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(703) 658-7050** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00am to 6:00pm, Eastern time**. Online technical support is also available 24/7 at the following URL: <http://support.raytheonvtc.com/ics/support/default.asp?deptID=5362>

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

Software Maintenance as a Product (SIN 132-33 / 132-33STLOC / 132-33RC)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (132-32 / 132-32STLOC / 132-32RC) AND MAINTENANCE (132-34 / 132-34STLOC / 132-34RC) NOT APPLICABLE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE NOT APPLICABLE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION NOT APPLICABLE

- a. After a software product has been on a continuous term license for a period of ____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34 / 132-34STLOC / 132-34RC, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-33 / 132-33STLOC / 132-33RC)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and

to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS (132-33/ 132-33STLOC / 132-33RC)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32 / 132-32STLOC / 132-32RC), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor does not provide discounted pricing for right-to-copy licenses.

GSA PRODUCT PRICE LIST: SIN 132-33 / 132-33STLOC / 132-33RC

Product Number	Product Description	Qty	GSA Price w/ IFF	Qty	GSA Price w/ IFF	Qty	GSA Price w/ IFF
RTINGPRO-5	RTI NG Pro® Support Plan for 5 federates per federation - Single Developer	1	\$4,886.38	2-9	\$4,397.74	10+	\$3,420.46
RTINGPRO-10	RTI NG Pro® Support Plan for 10 federates per federation	1	\$9,772.75	2-9	\$8,795.48	10+	\$6,840.93
RTINGPRO-25	RTI NG Pro® Support Plan for 25 federates per federation	1	\$19,545.50	2-9	\$17,590.95	10+	\$13,681.85
RTINGPRO-50	RTI NG Pro® Support Plan for 50 federates per federation	1	\$34,204.63	2-9	\$30,784.16	10+	\$23,943.24
RTINGPRO-50+	RTI NG Pro® Support Plan for 50+ federates per federation	1	\$48,863.75	2-9	\$43,977.38	10+	\$34,204.63
HLA-5420R	hlaResults®	1-9	\$4,881.49	10+	\$4,393.34		
VC-10	Virtual Control® for 10 monitored computers	1-9	\$4,881.49	10+	\$4,393.34		
VC-25	Virtual Control® for 25 monitored computers	1-9	\$8,790.59	10+	\$7,911.53		
VC-50	Virtual Control® for 50 monitored computers	1-9	\$10,745.14	10+	\$9,670.62		
VC-50+	Virtual Control® for 50+ monitored computers	1-9	\$12,699.69	10+	\$11,429.72		
VIS-5420s	Bundling of hlaResults® and Virtual Control for 10 monitored computers	1-9	\$8,790.59	10+	\$7,911.53		

Product Number	Product Description	Qty	GSA Price w/ IFF
RTINGPRO-5M	Yearly maintenance for RTI NG Pro® Support Plan for 5 federates per federation - single developer	1	\$977.28
RTINGPRO-10M	Yearly maintenance for RTI NG Pro® Support Plan for 10 federates per federation	1	\$1,954.55
RTINGPRO-25M	Yearly maintenance for RTI NG Pro® Support Plan for 25 federates per federation	1	\$3,909.10
RTINGPRO-50M	Yearly maintenance for RTI NG Pro® Support Plan for 50 federates per federation	1	\$6,840.93
RTINGPRO-50+M	Yearly maintenance for RTI NG Pro® Support Plan for 50+ federates per federation	1	\$9,772.75
HLA-5420RM	Yearly maintenance for hlaResults®	1	\$977.28
VC-10M	Yearly maintenance for Virtual Control for 10 monitored computers	1	\$977.28
VC-25M	Yearly maintenance for Virtual Control for 25 monitored computers	1	\$1,759.10
VC-50M	Yearly maintenance for Virtual Control for 50 monitored computers	1	\$2,150.01
VC-50+M	Yearly maintenance for Virtual Control for 50+ monitored computers	1	\$2,540.92

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50 / 132-50STLOC / 132-50RC)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

- d. The Contractor shall provide the following information for each training course offered:
- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None Provided.

GSA TRAINING PRICE LIST

Course Number	Course Name	Course Description	Quantity	Current GSA Price w/IFF
HLAClass	HLA Training Class	Three-day HLA Training Class, see detailed description and syllabus below.	1 Student	\$1,465.91

HLA Training: Course description and Syllabus

The HLA RTI Hands-On training course is three days long. On the first day, registration starts at 8:30am and class starts promptly at 9:00am. On the following days, the course starts at 9:00am. Classes are designed to end by 5:00pm.

Note that the times provided below are approximate as the course varies depending on the skills and previous HLA knowledge of the students in the group. The course may be modified from time to time to provide maximal benefits to the students. Please use the times below ONLY as a general guideline.

The course covers the HLA functions implemented in RTI NG Pro®. These functions will be applicable to any HLA 1.3 compliant RTI. Over the three days of this course, students will examine source code and execute variations of a small application which will exercise the full range of HLA runtime functionality. Hands-on sessions complement the lecture with the course broken down into the following sessions:

Day One

8:30-9:00am	<u>Registration</u>
9:00-9:15am	<u>Welcome:</u> Presents the facilities, logistics information, course materials, instructors and schedule.
9:15-10:45am	<u>HLA Overview:</u> Presentation of the HLA as a component of the Common Technical Framework. Topics covered include the rationale for the HLA, and its basic components: the Rules, the Interface Specification and the Object Model Template (OMT).
10:45-12:00pm	<u>RTI Software:</u> The RTI is introduced as well as key elements of the federation execution.
12:00-1:00pm	<u>Lunch Break</u>
1:00-2:00pm	<u>Federation Management:</u> Presentation of the federation execution life cycle and of the RTI functions required to control the federation execution. Synchronization and save/restore functionality are also covered.
2:00-5:00pm	<u>Hands-On Session</u>

Day Two

9:00-10:15am	<u>Declaration Management Services:</u> Presentation of the functions used by the federates to declare, through the RTI, their interest in both generating and receiving object attribute values and interaction data. The concepts of publication and subscription are covered.
10:30-11:45pm	<u>Object Management Services:</u> Presentation of the RTI functions that allow the creation, modification and deletion of objects and of the interactions they produce. The concepts of transport type and order type are covered.
11:45-12:45pm	<u>Lunch</u>
1:00-5:00pm	<u>Hands-On Session</u>

Day Three

9:00-10:30am	<u>Ownership Management Services:</u> Introduction to the concepts of attribute ownership, privilege to update an attribute and transfer of ownership. Presentation of the RTI services allowing federates to acquire or give up ownership, thereby acquiring or giving up their privilege to update that attribute.
10:45-11:45pm	<u>Time Management Services:</u> Introduction to the various concepts of time control, event ordering schemes, and definition of federate Logical time, federation time, LBTS, and look ahead. Presentation of the RTI functions allowing coordinated time advancement of federates with disparate timing structures, during a federation execution.
11:30-12:30am	<u>Data Distribution Management:</u> Introduction to the concepts of dimensions and regions through which federates can further narrow the specification of their interest to send or receive data. Discussion of the Management Object Model MOM).
12:30-1:30	<u>Lunch (provided)</u> Short tool demonstrations led by tool engineers.
1:30-5:00pm	<u>Hands-On Session</u>

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51 / 132-51RC)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 / 132-51RC Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15)(AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by —

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Please refer to the information beginning on the following page.

GSA LABOR CATEGORY DESCRIPTIONS

Education/Experience Substitutions

No Education plus 4 years experience	=	Bachelor's Degree
2 years experience	=	AA Degree
2 years experience	=	Additional Bachelor's Degrees
3 years experience	=	Master's Degree
4 years experience	=	PhD Degree

Labor Category:	Program Director 2
Minimum Experience:	Ten (10) years experience managing people, resources, schedules and costs for complex software/ systems engineering programs. Five (5) years of related experience should be in support of multiple contracts/programs simultaneously. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Manages multiple contracts or programs. Organizes and coordinates planning and production of complex software design, development, and implementation. Manages contract budgets, resources, and material. Oversees final quality control and manages application configuration and version control.
Minimum Education:	Bachelors Degree in Computer Science, Engineering, or related field.

Labor Category:	Technical Area Manager / Specialist 2
Minimum Experience:	Five (5) years experience in managing people, resources, schedules and costs for tasks/projects related to special technical areas is required. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Manages multiple programs or a single contract or program with a technical staff that is primarily engaged in highly technical or specialized areas. Organizes and coordinates planning and production of complex software and/or systems architectures, development of high level designs, and implementation of complex systems. Manages contract budgets, resources, and material. Leads Configuration Management process groups. Provides guidance and training to subordinates regarding technical matters.
Minimum Education:	Bachelors Degree in Computer Science, Operations research, or related field. Three additional years of experience substitutes for Bachelors Degree.

Labor Category:	Program Manager 2
Minimum Experience:	Five (5) years experience in managing people, resources, schedules and costs for multiple, related tasks/projects is required. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Manages multiple programs or a single contract or program with a technical staff exceeding 10 software engineering professionals. Organizes and coordinates planning and production of complex software designs, development, and implementation. Manages contract budgets, resources, and material. Performs final intra-project quality control and manages application configuration and version control.
Minimum Education:	Bachelors Degree in Computer Science, Operations research, or related field.

Labor Category:	Project Manager 3
Minimum Experience:	Five (5) years experience in the performance and supervision of the design, development, analysis and implementation of complex software systems.
Functional Responsibility:	Manages technical aspects of single project involving software application architecture, requirements assessment and prioritization, design, considerations, implementation procedures, VV & A, quality assurance and configuration management. Supervises technical tasks and personnel assigned to a Project Team.
Minimum Education:	Bachelors Degree in Computer Science [BS in Management and 5 additional years of experience is considered equivalent. Masters Degree in Management, Business, or associated scientific field is equivalent to 5 additional years of experience].

Labor Category:	Subject Matter Expert 3
Minimum Experience:	Eight (8) years of functional related experience
Functional Responsibility:	Assist customer in analyzing needs and determining functional requirements and tasks associated with each function. Determine the interrelationship between each task and the resources required to accomplish each task and therefore each function. May also be required to conduct feasibility studies for each function and its operational value, evaluate optimal methods of performance, and conduct site surveys and interviews, and publish formal reports and findings.
Minimum Education:	Bachelors Degree in field of expertise.

Labor Category:	Principal Investigator 4
Minimum Experience:	Twelve (12) years experience in the technical aspects of software requirements analyses, design, development, and implementation for complex software systems and/or applications. Experience and/or expertise may be focused on the specific area for which the Principal Investigator is to provide support working in this labor category.
Functional Responsibility:	Manages technical aspects of multiple contracts or programs involving software architectures, requirements assessment, design considerations, specialized aspects of the overall architecture (such as data design issues or algorithm development), implementation procedures, quality assurance, and/or configuration management. Supervises or supports multiple, simultaneous, technical tasks and/or personnel in the specialty area.
Minimum Education:	Masters Degree in Computer Science, Mathematics, Operations Research, or related field. PhD substitutes for 3 years experience.

Labor Category:	Principal Investigator 3
Minimum Experience:	Ten (10) years experience in the technical aspects of software requirements analyses, design, development, and implementation for complex software systems and/or applications. Experience and/or expertise may be focused on the specific area for which the Principal Investigator is to provide support working in this labor category.
Functional Responsibility:	Manages technical aspects of multiple contracts or programs involving software architectures, requirements assessment, design considerations, specialized aspects of the overall architecture (such as data design issues or algorithm development), implementation procedures, quality assurance, and/or configuration management. Supervises or supports multiple, simultaneous, technical tasks and/or personnel in the specialty area.
Minimum Education:	Masters Degree [BS and 15 years] in Computer Science, Mathematics, Operations Research, or related field. PhD substitutes for 3 years of experience.

Labor Category:	Principal Investigator 2
Minimum Experience:	Eight (8) years experience in the technical aspects of software requirements analyses, design, development, and implementation for complex software systems and/or applications. Experience and/or expertise may be focused on the specific area for which the Principal Investigator is to provide support working in this labor category.
Functional Responsibility:	Manages technical aspects of multiple contracts or a single contract or program(s) involving software architectures, requirements assessment, design considerations, specialized aspects of the overall architecture (such as data design issues or algorithm development), implementation procedures, quality assurance, and/or configuration management. Supervises or supports multiple, simultaneous, technical tasks and/or personnel in the specialty area.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Operations Research, or related field.

Labor Category:	Operations Research Analyst- Senior 4
Minimum Experience:	Ten (10) years experience (5 management) in the use (for analysis), design, development, analysis, and/or implementation of complex systems dealing with interactive data modeling or military/business operations principles. Doctoral Degree substitutes for 3 years of general experience.
Functional Responsibility:	Principal subject matter expert. Manages technical aspects of multiple contracts or programs involving software/system architectures, requirements assessment, algorithm development, design considerations, human factors, VV&A, implementation procedures, quality assurance, and/or configuration management.
Minimum Education:	Masters Degree in Computer Science, Mathematics, Operations Research, or related field; or [BS degree and 15 years general experience in analytical positions requiring the use of models/simulations and tools to analyze operations. Five years management required.]

Labor Category:	Operations Research Analyst 2
Minimum Experience:	Ten (10) years experience in the use, design, development, analysis, and implementation of complex analytical (study) processes, analytical systems, and/or military/business operations principles. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Provides technical or analytical support for programs involving requirements assessments, algorithm development, design considerations, human factors, VV&A, implementation procedures, quality assurance, configuration management, and/or military analyses. Advises multiple, simultaneous technical tasks and personnel assigned to project teams. Assists in the design, implementation, documentation, and briefing of studies and analyses of military operations and/or business process improvement.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Operations Research, or related field.

Labor Category:	Lead Engineer 2
Minimum Experience:	Eight (8) years experience in the design, development, analysis, and implementation of complex software systems dealing with systems architectures, interactive data modeling, military operations, or business operations principles. Two (2) years of supervisory experience is required. Doctoral Degree substitutes for 3 years experience.
Functional Responsibility:	Manages technical aspects of programs involving software application architectures, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Advises technical staff of multiple, simultaneous technical tasks and personnel. Develops/maintains user and system documentation.
Minimum Education:	Masters Degree in Computer Science, Mathematics, Operations Research, or related field.

Labor Category:	Simulation Engineer 3
Minimum Experience:	Eight (8) years experience.
Functional Responsibility:	Responsible for complex systems process analysis, design, and simulation. Has highest level understanding of organization's business simulation systems and industry requirements. Focus is on process analysis and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business pertaining to the simulation environment. Creates process change by integrating new processes with existing ones, and communicating these changes to the team. Recommends and facilitates quality improvement efforts. May lead re-engineering team and act as Project Manager. Has a strong understanding of the implementation of Configuration Management and Quality Assurance (CM/QA) processes and procedures. May lead development, planning and implementation of CM/QA processes and procedures to meet project requirements.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineer, or related field.

Labor Category:	Simulation Engineer 2
Minimum Experience:	Six (6) years experience.
Functional Responsibility:	Develops conceptual designs and performs engineering analysis. Performs computer modeling and simulations for engineering projects. Reviews and analyzes test results. Prepares design change recommendations and related logistics planning documentation. Performs human engineering and ergonomic evaluations. Performs reliability and maintainability analysis. Assists in the development and implementation of Configuration Management and Quality Assurance (CM/A) processes and procedures. Assists in the implementation of CM/QA for items contained in the simulation architecture and models to the extent required by the project.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineer, or related field. Four additional years of experience may substitute for Bachelors Degree.

Labor Category:	Simulation Specialist/Technician
Minimum Experience:	Two (2) years experience.
Functional Responsibility:	Applies knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems structures and operation, or computer programming languages and techniques to solve automation problems. Addresses scientific engineering or business objectives by writing, modifying or adapting generation programming languages. Interfaces with and uses minicomputers and mainframe computer systems in addressing project objectives. Identifies and uses standard, unconventional and original mathematical, algorithmic, and programmatic approaches to define, plan, organize, design, develop, modify, test and integrate data base or data processing systems, computer hardware systems and simulation models. Formulates architectural design, functional specifications, considering system interrelationships, operating modes and software or equipment configurations.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineer, or related field. Four additional years of experience may substitute for Bachelors Degree.

Labor Category:	Senior Engineer 4
Minimum Experience:	Eight (8) years experience in the performance and supervision of the design, development, analysis, and implementation of complex software systems dealing with interactive data modeling, graphical user interfaces, and systems architectures. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Performs technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Supervises technical tasks and personnel assigned to a Project Team.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field

Labor Category:	Senior Engineer 3
Minimum Experience:	Five (5) years experience in the design, development, analysis, and implementation of complex software systems. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Performs technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, and configuration management. Develops user documentation and maintains and modifies system documentation. May be assigned as QA auditor for programs outside of currently assigned project.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years of experience may substitute for a Bachelors Degree

Labor Category:	Senior Engineer 2
Minimum Experience:	Three (3) years experience in the performance and supervision of the design, development, analysis, and implementation of complex software systems.
Functional Responsibility:	Performs technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Develops user documentation and maintains and modifies system documentation. Provides oversight and management for peer reviews and metrics collection practices.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Three additional years of experience may substitute for a Bachelors Degree.

Labor Category:	Senior Systems Engineer 2
Minimum Experience:	Fifteen (15) years experience.
Functional Responsibility:	Performs lead role in the development of system requirements via analysis of customer provided requirements documentation. May manage a team to support these functions. Requirements are adapted to applicable and testable requirements acceptable to both the customer and the system developer. Requirements are documented in System Subsystem Specifications (SSS) and Requirements Traceability Matrices (RTM). Manage and verify the development of systems and subsystems to meet applied requirements. Manage the development of test plans and/or procedures to verify that the resulting applications/system meets the defined requirements. Applies systems analysis and design skills in an area such as a record keeping or scientific operation. Requires competence in most phases of system analysis and knowledge of pertinent systems software and computer equipment and of the work processes, applicable regulations, work load, and practices of the assigned subject-matter area. Recognizes probable interactions of related computer systems and predicts impact of a change in assigned systems. May provide expertise in gathering new requirements and putting together functional design and implementation plans. May provide strategy, policy, and technical advice in system acquisition or related operational issues.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years experience may substitute for a Bachelors Degree.

Labor Category:	Systems Engineer 5
Minimum Experience:	Seven (7) years experience in design, development, analysis, and implementation of complex software systems. One (1) year supervisory experience. Masters Degree substitutes for 3 years experience.
Functional Responsibility:	Performs technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Develops user documentation and maintains and modifies system documentation. Leads peer review meetings, maintains software development timelines, and maintains configuration management version and schedule logs.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years of experience may substitute for a Bachelors Degree.

Labor Category:	Systems Engineer 4
Minimum Experience:	Five (5) years experience in the design, development, analysis, and implementation of complex software systems. Requires no supervisory experience. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Assists in the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Develops user documentation and maintains and modifies system documentation. Participates in peer review meetings, develops software development timelines, and assists in the definition and collection of business process metrics.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years of experience may substitute for a Bachelor's Degree.

Labor Category:	Systems Engineer 3
Minimum Experience:	Two (2) years experience in the configuration management and control of complex systems. Experience in the design, development, analysis, and implementation of complex software systems at the entry level is required.
Functional Responsibility:	Assists in the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Develops application source code, assists in the categorization and implementation of software reuse. Participates in peer review meetings, assists in the development of software development timelines, and assists in the definition and collection of business process metrics, specifically resulting from assigned work efforts.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years of experience may substitute for a Bachelors Degree.

Labor Category:	Systems Engineer 2
Minimum Experience:	One year experience in the design, development, analysis, and implementation of complex software systems at the entry level is required.
Functional Responsibility:	Assists in the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, configuration management process, quality assurance processes, design considerations, implementation procedures, application of programming languages and software development tools. Develops application source code, assists in the categorization and implementation of software reuse. Participates in peer review meetings, assists in the development of software development timelines, and defines, collects, and analyzes the effects of business process metrics.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Three additional years of experience may substitute for a Bachelors Degree. An advanced degree also replaces the requirement for one year of experience.

Labor Category:	Software Engineer 2
Minimum Experience:	Two (2) years experience in software or system programming. Experience in the use of multiple programming languages, Object Oriented Design and Analysis is required.
Functional Responsibility:	Contributes to the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Assists in the development of user and system documentation. Writes code. Assists in testing at both the development and integration levels of the development life cycle.
Minimum Education:	Bachelors Degree in Computer Science, Mathematics, Engineering, or related field. Four additional years of experience may substitute for a Bachelors Degree.

Labor Category:	Software Engineer 1
Minimum Experience:	Entry level position. Some experience in the design and implementation of software applications and a clear understanding of the software development life cycle is required.
Functional Responsibility:	Contributes to the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures. Assists in the development of user documentation and maintains and modifies system documentation. Keeps metrics logs and assists in the peer review process.
Minimum Education:	Bachelors Degree in Computer Science or related field. Three years of experience may substitute for a Bachelors Degree.

Labor Category:	Programmer 1
Minimum Experience:	Entry level software/system programmer.
Functional Responsibility:	Contributes to the technical development aspects of projects or programs involving software application architecture, requirements assessment and prioritization, design considerations, implementation procedures. Assists in the development of user and system documentation.
Minimum Education:	High school diploma or equivalent training in Computer Science, Mathematics, Engineering, or related field.

Labor Category:	Product Support Coordinator 1
Minimum Experience:	Entry level position for individual with Bachelor's Degree in business or management and experience in product support, customer support, marketing strategies, documentation, and configuration management of products.
Functional Responsibility:	Assists in or leads the technical writing and documentation development aspects of projects or programs involving information technology product support. Coordinates the implementation of user-defined requirements into product specifications. Manages user support aspects of the product implementation. Assists in the development of marketing plans, advertising strategies, and customer support procedures. May attend conferences and marketing meetings and assist in the presentation of product specifications and platform requirements.
Minimum Education:	Bachelors Degree in Business, Management, or related field. Four years of experience may substitute for a Bachelors Degree.

Labor Category:	Technical Writer / Editor – Senior 1
Minimum Experience:	Ten (10) years experience in the development and editing of technical documentation related to complex systems and software applications. Master's Degree substitutes for 3 years experience.
Functional Responsibility:	Assists in or leads the technical writing and documentation development aspects of projects or programs involving software application architecture, requirements definition and prioritization, design considerations, implementation procedures, quality assurance, and configuration management. Oversees the development of user documentation and the maintenance and modification of system documentation.
Minimum Education:	Bachelors Degree in English, Technical Writing, or related field. Three additional years of experience may substitute for a Bachelors Degree.

GSA LABOR RATES

LABOR CATEGORIES	GOVT SITE	VTC SITE
	Year 13: 08/04/2011- 08/03/2012	Year 13: 08/04/2011- 08/03/2012
Program Director 2	\$169.30	\$188.12
Technical Area Manager / Specialist 2	\$154.86	\$172.13
Program Manager 2	\$136.97	\$152.18
Project Manager 3	\$97.80	\$108.65
Subject Matter Expert 3	\$158.55	\$174.40
Principal Investigator 4	\$160.91	\$178.78
Principal Investigator 3	\$144.78	\$160.87
Principal Investigator 2	\$131.79	\$146.45
Operations Research Analyst-Senior 4	\$125.35	\$139.29
Operations Research Analyst 2	\$97.80	\$108.65
Lead Engineer 2	\$118.45	\$131.63
Simulation Engineer 3	\$125.15	\$139.05
Simulation Engineer 2	\$107.02	\$118.92
Simulation Specialist / Technician	\$81.29	\$90.34
Senior Engineer 4	\$112.83	\$125.35
Senior Engineer 3	\$99.85	\$110.94
Senior Engineer 2	\$93.02	\$103.35
Senior Systems Engineer 2	\$131.79	\$146.45
Systems Engineer 5	\$87.74	\$97.52
Systems Engineer 4	\$82.75	\$91.93
Systems Engineer 3	\$80.86	\$89.83
Systems Engineer 2	\$78.08	\$86.75
Software Engineer 2	\$70.21	\$78.02
Software Engineer 1	\$60.31	\$66.99
Programmer 1	\$59.88	\$66.54
Product Support Coordinator 1	\$60.31	\$66.99
Technical Writer / Editor-Senior 1	\$74.15	\$82.41

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Raytheon Virtual Technology provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

John Murphy, Director of Contracting

Phone: (703) 333-6271

E-mail: jmurphy@raytheonvtc.com

Fax: (703) 658-7057

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and **Raytheon Virtual Technology** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract **GS-35F-0641J**.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number **GS-35F-0641J**, Blanket Purchase Agreements, **Raytheon Virtual Technology** agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.